



COUNTY OF ST. CLAIR



COUNTY OF ST. CLAIR, MICHIGAN

St. Clair County Sheriff's Office

PROFESSIONAL SERVICE CONTRACT

Contract Expiration Date: December 31, 2016

Contract – NOT TO EXCEED \$1,491,363.07 (ANNUALLY \$490,962)

*Based on initial requirement from St. Clair County Sheriff's Office.

**Not to exceed specified amount without written authorization from a St. Clair County Sheriff's Office authorized representative.

This "Contract" is made between the COUNTY OF ST. CLAIR, a Michigan Constitutional Corporation, hereinafter called "County", and the "Contractor" as further described in the following Table. In this Contract, either Contractor or the County may also be referred to individually as a "Party" or jointly as the "Parties".

COUNTY OF ST. CLAIR, MICHIGAN 200 Grand River Port Huron, MI 48060 (herein, the "County")	Trinity Health-Michigan d/b/a St. Joseph Mercy Port Huron 2601 Electric Ave. Port Huron, MI 48060 (herein, the "Contractor")
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This Contract is organized and divided into the following "Section" or "Sections" for the convenience of the Parties.

SECTION 1. CONTRACT DOCUMENTS AND DEFINITIONS

SECTION 2. CONTRACT EFFECTIVE DATE AND TERMINATION

SECTION 3. SCOPE OF CONTRACTOR'S SERVICES

SECTION 4. COUNTY PAYMENT OBLIGATION FOR CONTRACTOR'S SERVICES

SECTION 5. CONTRACTOR ASSURANCES AND WARRANTIES

SECTION 6. CONTRACTOR PROVIDED INSURANCE AND INDEMNIFICATION

SECTION 7. GENERAL TERMS AND CONDITIONS

In consideration of the mutual promises, obligations, representations, and assurances in this Contract, the Parties agree to the following:



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§ 1. CONTRACT DOCUMENTS AND DEFINITIONS

The following words and expressions when printed with the first letter capitalized as shown herein, whether used in the singular or plural, possessive or non-possessive, and/or either within or without quotation marks, shall be defined and interpreted as follows:

- 1.1. "Contractor Employee" means without limitation, any employees, officers, directors, members, managers, trustees, volunteers, physicians, attorneys, and representatives of Contractor, and also includes any Contractor licenses, concessionaires, contractors, subcontractors, independent contractors, contractor's supplies, subsidiaries, joint ventures or partners, and/or any such persons, successors or predecessors, employees, (whether such persons act or acted in their personal, representative or official capacities), and/or any and all persons acting by, through, under, or in concert with any person who was a Contractor Employee at anytime during the term of this contract but, for any reason, is no longer employed, appointed, or elected in that capacity.
- 1.2. "Claims" means any alleged losses, claims, complaints, demands for relief or damages, suits, causes of action, proceedings, judgments, deficiencies, liability, penalties, litigation, costs, and expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, courts costs, investigation expenses, litigation expenses, amounts paid in settlement, and/or amounts or liabilities of any kind which are imposed on, incurred by, or asserted against the county, or for which the county may become legally and/or contractually obligated to pay or defend against, whether direct, indirect or consequential, whether based upon any alleged violation of the federal or the state constitution, any federal or state statute, rule, regulation, or any all alleged violation of federal or state common law, whether any such claims are brought in law or equity, tort, contract, or otherwise, and/or whether commenced or threatened.
- 1.3. "County" means the County of St. Clair, a Municipal and Constitutional Corporation, its departments, divisions, authorities, boards, committees, and "County Agent" as defined below.
- 1.4. "County Agent" means all elected and appointed officials, directors, board members, council members, commissioners, employees, volunteers, representatives, and/or any such persons' successors (whether such person act or acted in their personal representative or official capacities), and/or any persons acting by, through, under, or in concert with any of them. "County Agent" shall also include any person who was a "County Agent" anytime during the term of this Contract but, for any reason, is no longer employed, appointed, or elected and serving as an Agent.
- 1.5. "Day" means any calendar day, which shall begin at 12:00:01 a.m. and end at 11:59:59 p.m.
- 1.6. "Contract Documents" This contract includes and fully incorporates herein all of the following documents:



COUNTY OF ST. CLAIR



- 1.6.1. Attachment I: Scope of Contractor's Services
- 1.6.2. Attachment II: Contractor's Fee Schedule
- 1.6.3. Attachment III: Contractor Insurance Requirements

§ 2.

CONTRACT EFFECTIVE DATE AND TERMINATION

- 2.1. The effective date of this Contract shall be December 17, 2013, and unless otherwise terminated or canceled as provided below, it shall end at 11:59:59 p.m. on the "Contract Expiration Date" shown on the first page of this Contract, at which time this Contract expires without any further act or notice of either Party being required. The Parties are under no obligation to renew or extend this Contract after the Contract Expiration Date. Notwithstanding the above, under no circumstances shall this Contract be effective and binding and no payments to the Contractor shall be due or owing for any Contractor services until and unless:
 - 2.1.1. This Contract is signed by Contractor Employee, legally authorized to bind the Contractor.
 - 2.1.2. Any and all Contractor Certificates of Insurance, and any other conditions precedent to the Contract have been submitted and accepted by the County.
 - 2.1.3. An authorized agent of the County of St. Clair, Michigan as provided for on the signature page of this Contract, shall be the final signatory to this Contract.
- 2.2. Upon the expiration of this Contract the County has the option, at the County's sole discretion, of requesting an extension of this Contract for an additional term determined by the extensions on the same terms and conditions contained herein. County shall provide Contractor with sixty (60) days' notice of its desire to extend the Contract. During such sixty (60) day period, the Parties shall negotiate any changes to the services and fees set forth in this Contract and in the event that an extension is agreed to by both Parties the Parties will execute an amendment to this Contract documenting such agreement. The County shall not be obligated to pay Contractor any contract extension fee if the County elects to extend and Contractor accepts such extension.
- 2.3. As a government entity, County of St. Clair tax ID#38-6006420, the County is exempt from Federal Excise, State Sales Tax, Personal Property Tax, and Use Tax.
- 2.4. The County may cancel the contract for its convenience, in whole or in part, by giving the contractor written notice sixty (60) days prior to the date of cancellation. If the County chooses to cancel this contract in part, the charges payable under this contract shall be equitably adjusted to reflect those services that are cancelled.
- 2.5. Contractor may terminate this Contract immediately if termination is necessary, in the good faith belief of Contractor's counsel, to preserve: (i) the tax-exempt status of



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Contractor; (ii) Contractor's ability to receive or retain the proceeds of tax-exempt bonds; (iii) Contractor's ability to participate or receive reimbursement under the Medicare, Medicaid or other insurance or managed care program; or (iv) Contractor's licensure or accreditation or to prevent exposing Contractor to civil or criminal penalties or to comply with applicable federal, state or local laws and regulations.

- 2.6. Either Party may terminate this Contract immediately in the event of a material breach of this Contract which is not cured within sixty (60) days of the non-breaching Party providing notice of such material breach(es) to the breaching Party.

§ 3. SCOPE OF CONTRACTOR'S SERVICES

- 3.1. The Contractor shall perform all services identified and itemized in Attachment I: "Scope of Contractor's Services" which is attached hereto and incorporated and made part of this Contract.

§ 4. COUNTY PAYMENT OBLIGATIONS FOR CONTRACTOR'S SERVICES

- 4.1. Except as otherwise expressly provided for in this Contract, the County's sole financial obligation to the Contractor for any Contractor services under this Contract shall be as defined in Attachment II: "Contractor's Fee Schedule" which is attached hereto and incorporated and made a part of this Contract.

4.1.1. In no event, shall the County's amount due and owing the Contractor for any and all services rendered exceed the amount identified as the "NOT TO EXCEED AMOUNT" on the first page of this Contract. In the event the Contractor can reasonably foresee the total billings for its services will exceed this "NOT TO EXCEED AMOUNT," the Contractor shall provide the County with notice of this contingency at least 30 days before this event.

4.1.2. The Contractor will invoice the County per event for services rendered. The County shall have no obligation to make payment until a proper invoice of service is submitted.

4.1.3. The Contract has no security deposit requirements and no money down. The County will not be responsible for any documentation fees, filing fees, title fees, and insurance fees.

4.1.4. The invoices shall be submitted in the form requested by the County. All invoices pertaining to this Contract will reference County purchase order number **P4966**.

- 4.2. Except as to the financial obligations described in this Section 4, under no circumstances shall the County be responsible for any cost, fee, fine, penalty, or direct, indirect, special, incidental or consequential damages incurred or suffered by Contractor in connection with or resulting from the Contractor's providing any services under this Contract arising out of this Contract or any claimed breach of this Contract.



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- 4.3. The County has the right to offset any amounts due and owing to the Contractor should the County incur any cost associated with this Contract that are the obligations of the Contractor under this Contract.

§ 5. CONTRACTOR'S ASSURANCES AND WARRANTIES

- 5.1. Service Warranty. Contractor warrants that all services performed hereunder will be performed in a manner that complies with all applicable laws, statutes, regulations, ordinances, and professional standards.
- 5.2. Business and Professional Licenses. The Contractor will obtain and maintain at all times during the term of this Contract all applicable business and professional licenses necessary to provide the contracted services.
- 5.3. Services and Supplies. The Contractor is responsible for providing services and supplies not expressly required to be provided by the County herein.
- 5.4. Taxes. The Contractor shall pay, its own local, state and federal taxes, including without limitation, social security taxes, and unemployment compensation taxes. The County shall not be liable to or required to reimburse the Contractor for any federal, state and local taxes or fees of any kind. The Contractor shall be responsible for any and all personal property taxes on any and all equipment provided under this Contract. The County shall not be liable to or required to reimburse the Contractor for personal property taxes paid.
- 5.5. Contractor's Incidental Expenses. Except as otherwise expressly provided in this Contract, the Contractor shall be solely responsible and liable for all costs and expenses incident to the performance of all services for the County including, but not limited to, any professional dues, association fees, license fees, fines, taxes, and penalties.
- 5.6. Right to Inspect. The County may, upon reasonable notice during Contractor's regular business times, inspect the plant, place of business, or work site of the Contractor or Subcontractor, which is pertinent to the performance of this contract.
- 5.7. Contractor Employees.
- 5.7.1. Contractor shall employ and assign qualified Contractor Employees as necessary and appropriate to provide the services under this Contract. Contractor shall ensure all Contractor Employees have all the necessary knowledge, skill, and qualifications necessary to perform the required services and possess any necessary licenses, permits, certificates, and governmental authorizations as may required by law.
- 5.7.2. Contractor shall solely control, direct, and supervise all Contractor Employees with respect to all Contractor obligations under this Contract. Contractor will be solely responsible for and fully liable for the conduct and supervision of any Contractor Employee.



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5.7.3. All Contractor Employees assigned to work under this Contract may, at the County's discretion, be subject to a security check and clearance by the County. Such Contractor Employees will be required to sign a Confidentiality Agreement provided by the Contractor if requested by the County. This documentation may, upon the County's request, be made available for review and verification.

5.8. Contractor Employee-Related Expenses. All Contractor Employees shall be employed at the Contractor's sole expense (including employment-related taxes and insurance) and the Contractor warrants that all Contractor Employees shall fully comply with and adhere to all of the terms of this Contract. Contractor shall be solely and completely liable for any and all applicable Contractor Employee's federal, state, or local payment withholdings or contributions and/or any and all Contractor Employees related pension or welfare benefits plan contribution under federal or state law. Contractor shall indemnify and hold the County harmless for all Claims against the County by any Contractor Employee, arising out of any contract for hire or employer-employee relationship between the Contractor and any Contractor Employee, including, but not limited to, Worker's Compensation, disability pay or other insurance of any kind.

5.9. Full Knowledge of Service Expectations and Attendant Circumstances. Contractor warrants that before submitting its Proposal and/or entering into this Contract, it had a full opportunity to review the proposed services, and review all County requirements and/or expectations under this Contract. The Contractor is responsible for being adequately and properly prepared to execute this Contract. Contractor has satisfied all material in respects that it will be able to perform all obligations under the Contract as specified herein.

5.10. The Contractor's Relationship To The County Is That Of An Independent Contractor. Nothing in this Contract is intended to establish a partnership, joint venture, employer-employee or joint employee relationship between the County and either the Contractor or any Contractor Employee. All Contractor Employees assigned to provide services under this Contract by the Contractor shall, in all cases, be deemed employees of the Contractor and not employees, agents, or sub-contractors of the County.

§ 6. CONTRACTOR INDEMNIFICATION and INSURANCE REQUIREMENTS

6.1. Indemnification.

6.1.1. Contractor shall indemnify and hold the County harmless from any and all Claims which are incurred by or asserted against the County by any person or entity, alleged to have been caused or found to arise, from the acts, performances, errors, or omissions of Contractor or Contractor's Employees arising out of the services provided by Contractor under this Contract, including, without limitation, all Claims relating to injury or death of any person or damage to any property.

6.1.2. The indemnification rights contained in this Contract are in excess and over and above any valid and collectible insurance rights/policies. During the term of this



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Contract, if the validity or collectability of the Contractor's insurance is disputed by the insurance company, the Contractor shall indemnify the County for all claims asserted against the County and if the insurance company prevails, the Contractor shall indemnify the County of non-collectible accounts.

6.1.3. Contractor shall have no rights against the County for any indemnification (e.g., contractual, equitable, or by implication), contribution, subrogation, and/or any other right to be reimbursed by the County except as expressly provided herein.

6.1.4. Contractor waives and releases all actions, liabilities, loss and damage including any subrogation rights it may have against the County based upon any Claim brought against the County suffered by a Contractor Employee arising out of the services provided by Contractor under this Contract.

6.2. Insurance Requirements.

6.2.1 At all times during this Contract, the Contractor shall obtain and maintain insurance according to the specifications indicated in Attachment III. The County has agreed to allow the Contractor to comply with some of the insurance requirements hereunder through Venzke Insurance Company, Ltd. ("Venzke"), which is the Contractor's wholly owned subsidiary and which provides self-insurance to the Contractor. Since Venzke is not regulated by the State of Michigan and is not rated by A.M. Best, both of which are County requirements, the Contractor will assure, and fully and unconditionally guarantees, that all insurance obligations that may arise out of this Agreement will be fulfilled by Contractor, if not through Venzke, then by any other insurer satisfactory to the County or Contractor.

§ 7. GENERAL TERMS AND CONDITIONS

7.1 Cumulative Remedies. A Party's exercise of any remedy shall not preclude the exercise of any other remedies, all of which shall be cumulative. A Party shall have the right, in its sole discretion, to determine which remedies are to be exercised and in which order.

7.2. Survival of Terms and Conditions. The following terms and conditions shall survive and continue in full force beyond the termination and/or cancellation of this Contract (or any part thereof) until the terms and conditions are fully satisfied or expire by their very nature:

"CONTRACTOR'S ASSURANCES AND WARRANTIES";
"CONTRACTOR PROVIDED INSURANCE AND INDEMNIFICATION";
"DAMAGE CLEAN UP TO COUNTY PROPERTY AND/OR PREMISES";
"AUDIT";
"SEVERABILITY";
"GOVERNING LAW/CONSENT TO JURISDICTION AND VENUE"; AND
"SURVIVAL OF TERMS AND CONDITIONS".



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- 7.3. County Right to Suspend Services. Upon written notice, the County may suspend performance of this Contract if Contractor has failed to comply with federal, state, or local laws, or any requirements contained in this Contract. The right to suspend services is in addition to the County's right to terminate and/or cancel this Contract. The County shall incur no penalty, expense, or liability to Contractor if the County suspends services under this Section.
- 7.4. No Third Party Beneficiaries. Except as provided for the benefit of the Parties, this contract does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to be indemnified, right to be subrogated to the Parties' rights in this Contract, and/or any other right, in favor of any other person or entity.
- 7.5. Compliance with Laws. Contractor shall comply with all federal, state, and local laws, statutes, ordinances, regulations, insurance policy requirements, and requirements applicable to its activities under this Contract.
- 7.6. Permits and Licenses. Contractor shall be responsible for obtaining and maintaining throughout the term of this Contract all licenses, permits, certificates, and governmental authorizations necessary to perform all of its obligations under this Contract and to conduct business under this Contract. Upon request by the County, Contractor shall furnish copies of any permit, license, certificate or governmental authorizations necessary to provide services under this Contract.
- 7.7. Discrimination. Contractor shall not discriminate against any employee or applicant for employment because of sex, race, religion, color, national origin, or handicap, or other protected category in violation of State and Federal law.
- 7.7.1 Contractor shall promptly notify the County of any complaint or charge filed and/or determination by any Court or administrative agency of illegal discrimination by Contractor related to the services provided hereunder.
- 7.7.2 The County, in its discretion, may consider any illegal discrimination described above as breach of this Contract and may terminate or cancel this Contract immediately with notice.
- 7.8. Reservation of Rights. This Contract does not, and is not intended to impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the County.
- 7.9. Conflict of Interest. Pursuant to Public Act 317 and 318 of 1968, as amended (MCL 15.321, et seq.), no contracts shall be entered into between the County, including all agencies and departments thereof, and any County Agent. To avoid any real or perceived conflict of interest, Contractor shall identify any Contractor Employee or relative of Contractor's Employees who Contractor knows are presently employed by the County. Contractor shall give the County notice if there are any County Agents or relatives of County Agents who are presently employed by Contractor.



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- 7.10. Damage Clean Up to County Property and/or Premises.** Contractor shall be responsible for any unexpected and/or unnecessary damage to any County property, its premises, or a County Agent that is caused by Contractor or Contractor's Employees. If damage occurs, Contractor shall make necessary repairs and/or replacements to the damaged property to the satisfaction of the County. If the damage cannot be completed to the County's satisfaction, Contractor shall reimburse the County the actual cost for repairing or replacing the damaged property. The Contractor shall be responsible for assuring that all County and municipal sites are restored to their original condition.
- 7.11. Contractor Use of Confidential Information.** Except as required by law or court order, the Contractor and/or Contractor Employees shall not reproduce, provide, disclose, or give access to Confidential Information to any third party, or to any Contractor Employee. The Contractor and the Contractor Employee shall not use the Confidential Information for any purpose other than performing its services under this Contract.
- 7.11.1** This Contract imposed no obligation upon Contractor with respect to any Confidential Information which Contractor can establish by legally sufficient evidence: (i) was in the possession of, or was known by Contractor, prior to its receipt from the County, without an obligation to maintain its confidentiality; or (ii) is obtained by Contractor from a third party having the right to disclose it, without an obligation to keep such information confidential.
- 7.11.2** As used in this Contract, Confidential Information means all information that the County is required or permitted by law to keep confidential.
- 7.12. Intentionally Omitted.**
- 7.13. Delegation/Subcontract/Assignment.** Contractor shall not delegate, assign, or subcontract any obligations or rights under this Contract without the prior written consent of the County.
- 7.13.1** The rights and obligations under this Contract shall not be diminished in any manner by any such assignment, delegation or subcontract.
- 7.13.2** Any assignment, delegation, or subcontract by Contractor and approved by the County, must include a requirement that the assignee, delegate, or subcontractor will comply with the rights and obligations contained in this Contract.
- 7.13.3** The Contractor shall remain primarily liable for all work performed by any subcontractors. Contractor shall remain liable to the County for any obligations under the Contract not completely performed by any Contractor delegate or subcontractor.
- 7.13.4** Should a subcontractor fail to provide the established level of service and response, the Contractor shall contract with another agency for these services in



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a timely manner. Any additional costs associated with securing a competent subcontractor shall be the sole responsibility of the Contractor.

7.13.5 This Contract cannot be sold.

7.13.6 In the event that a Petition in Bankruptcy is filed and there is an assignment of this Contract by a Court, the County may declare this Contract null and void.

7.14. Non Exclusive Contract. No provision in this Contract limits, or is intended to limit, in any way, the Contractor's right to offer and provide its services to the general public, other business entities, municipalities, or governmental agencies during or after the term of this Contract. Except as provided in this Contract, this Contract shall not be construed to guarantee the Contractor or any Contractor Employee any number of fixed or certain number or quantity of hours or services to be rendered to the County.

7.15. No Implied Waiver. Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any right or remedy under this Contract shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Contract. No waiver of any term, condition, or provision of this Contract, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Contract. No waiver by either Party shall subsequently affect its right to require strict performance of this Contract.

7.16. Severability. If a court of competent jurisdiction finds a term, condition, or provision of this Contract to be illegal or invalid, then the term, condition, or provision shall be deemed severed from this Contract. All other terms, conditions, and provisions of this Contract shall remain in full force and effect. Notwithstanding the above, if Contractor's promise to indemnify or hold the County harmless is found illegal or invalid, Contractor shall contribute the maximum it is permitted to pay by law toward the payment and satisfaction of any Claims against the County.

7.17. Captions. The section and subsection numbers, captions, and any index to such sections and subsections contained in this Contract are intended for the convenience of the reader and are not intended to have a substantive meaning and shall not be interpreted to limit or modify any substantive provisions of this Contract. Any use of the singular or plural number, any reference to the male, female, or neuter genders, and any possessive or non-possessive use in this Contract shall be deemed the appropriate plurality, gender or possession as the context requires.

7.18. Notices. Notices given under this Contract shall be in writing addressed to the person listed below and shall be delivered by certified mail with signature required. Notice will be deemed given when the person listed below has signed the certified receipt of mailed letter.

7.18.1. If notice is sent to the Contractor, it shall be addressed to:
Trinity Health-Michigan
d/b/a St. Joseph Mercy Port Huron



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Attn: President and Chief Executive Officer
2601 Electric Ave.
Port Huron, MI 48060

7.18.2. If notice is sent to the County, it shall be addressed to:

County of St Clair, MI
Attn: Accounts Payable
200 Grand River, Ste 203
Port Huron, MI 48060

7.18.3 Either Party may change the address or individual to which notice is sent by notifying the other party in writing of the change.

7.19. Contract Modifications of Amendments. Any modifications, amendments, recessions, waivers, or releases to this Contract must be in writing agreed to by both Parties. Unless otherwise agreed, the modification, amendment, recession, waiver, or release shall be signed by an expressly authorized Contractor Employee and by the same person who signed the Contract for the County or other County Agent as authorized by the County Administrator/Controller.

7.20. Precedence of Documents. In the event of a conflict between the terms and conditions in any of the documents comprising this Contract, the conflict shall be resolved as follows:

7.20.1 The terms and conditions contained in this main Contract document shall prevail and take precedence over any allegedly conflicting provisions in all other attachments or documents.

7.21. Governing Laws/Consent to Jurisdiction and Venue. This Contract shall be governed, interpreted, and enforced by the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any Claim arising under or related to this Contract shall be brought in the 31st Circuit Court of the State of Michigan or the 72nd District Court of the State of Michigan, as dictated by applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above. The choice of forum set forth above shall not be deemed to preclude the enforcement of any judgment obtained in such forum or taking action under this Contract to enforce such judgment in any appropriate jurisdiction.

7.22. Entire Contract. This Contract represents the entire Contract and understanding between the Parties. This Contract supersedes all other prior oral or written understandings, communications, agreements or Contracts between the Parties. The language of this Contract shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.

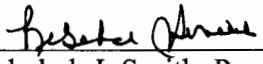
The undersigned executes this Contract on behalf of Contractor and the County, and by doing so legally obligates and binds Contractor and the County to the terms and conditions of this Contract.



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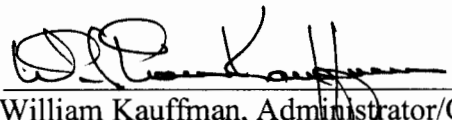


FOR THE CONTRACTOR:

BY: 
Rebekah J. Smith, President and CEO

DATE: 11-14-13

FOR THE COUNTY:

BY: 
William Kauffman, Administrator/Controller

DATE: 8 Nov. 2013



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ATTACHMENT I

SCOPE OF CONTRACTOR'S SERVICES

In support of the services set forth herein to be provided by SJMPH (as defined below), the Correctional Facility (as defined below) will provide the following:

Medical office;
Medical file room;
Nurse's station;
Exam room and exam table; and
Medication cart.

CONTRACTOR'S SERVICES

As used in this Attachment I, Contractor may be referred to as "St. Joseph Mercy Port Huron", "SJMPH", "St. Joseph Mercy Port Huron-Correctional Health Care Services" or "SJMPH-CHCS".

Per RFP SOIC-0326-252:

ONSITE NURSING, INCLUDING HEALTH APPRAISALS, TRIAGING OF COMPLAINTS

SJMPH-CHCS will provide a comprehensive and integrated system of medical care and coordination of health services to inmates at the St. Clair County Correctional Facility (respectively, "Inmates" and "Correctional Facility") as follows:

- Healthcare services: SJMPH-CHCS will provide/coordinate healthcare and related services consistent with community standards as detailed in the standards for the National Commission on Correctional Health Care ("NCCCHC") as well as per mandates from the courts and other criminal justice agencies, when applicable.
- Coordination of services: During incarceration, SJMPH-CHCS will include providing evidence-based nursing and medical care to meet the health care needs of each Inmate. SJMPH-CHCS will provide for coordination of dental care, medication management services, and other specialty care services with the County's contractors of choice, where applicable.
- Documentation: SJMPH-CHCS will utilize a manual (paper), Health Insurance Portability and Accountability Act of 1996 ("HIPAA") security and privacy compliant, medical record documentation process that ensures all required documentation of health care services.
- Discharge planning and health education: The SJMPH-CHCS nursing staff will include a discharge planning program and health related education that will improve Inmate understanding and develop links between Inmates and existing community-based health and human services, in preparation for release from Correctional Facility.



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Work Plan

Healthcare Services:

- Onsite nursing coverage: will include a Licensed Practical Nurse (LPN) onsite 24/7 and a Registered Nurse (RN) Coordinator/Case Manager ("RN Coordinator") on-site eight (8) hours per day, five (5) days per week (40 hours per week).
- SJMPH-CHCS nursing staff services and responsibilities:
 - RN Coordinator will provide 8 hours per day of on-site services along with 24/7 program oversight of SJMPH-CHCS in conjunction with the physician/physician extender.
 - RN Coordinator will act as a case manager for coordination of all medical services for Inmates.
 - Will be educated regarding benchmark standards for the NCCHC.
 - Provide assessment and nursing care to Inmates, within the scope of the State of Michigan nursing licensure guidelines and based on the nursing care standards outlined in the corrections nursing scope and standards of practice. Nursing care may include but is not limited to services such as glucose testing, dressing changes, wound care, IV therapy, oxygen administration, peritoneal dialysis, complete physical assessment, oral and dental assessment (includes assessment of mucosal integrity, bleeding gums, and abscessed teeth).
 - Rounding with the physician/physician extender when onsite.
 - Will review the County supplied booking assessment sheets on a daily basis and take appropriate actions needed to meet necessary medical issues of Inmates.
 - Will complete the County supplied health appraisal according to the County's policy following arrival to the Correctional Facility.
 - Nursing staff will review all current Inmate records to ensure documented evidence of a health appraisal is completed in accordance with the administrative rules for jails and lockup.
 - Inmate chronic disease and health related education: When indicated, the nurse will provide Inmates with education related to their specific chronic medical condition (i.e. diabetes, high blood pressure, hepatitis, HIV, etc.) and/or other health related topics. Education will be tailored to the Inmate's specific learning ability and identified needs.
 - Wellness and risk behavior education: When indicated, the nurse will provide (or coordinate) Inmates with education related to wellness and/or risk behavior topics, specific to the Inmates identified needs. Education will be tailored to the Inmate's specific learning ability.
 - Care Plan development and implementation and coordination of care.
- Sick Call: Two (2) times per week physician/physician extender will be onsite to provide a 2 hour physician/physician extender sick call ("Sick Call") visit for Inmates in need of healthcare services. The RN Coordinator will accompany the physician/physician extender during contracted Sick Call visits to assist with prescribed medical treatments, prescription orders, or testing modalities. The RN Coordinator will be responsible to review each Inmates medical treatment plan with visiting physician/physician extender to ensure appropriate care delivery and completeness of the medical record.



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- Medication management, medication reconciliation process and dispensing of all Inmate medications and coordination of pharmacy services with the County's contracted pharmaceutical company.
- Medication and medical supply inventory management.
- Onsite IV therapy, when ordered by physician/physician extender.
- Provide onsite electrocardiogram (ECG) machine for ECG testing when ordered by physician/physician extender.
- Laboratory: Routine blood draws will be performed by the onsite nursing staff, per physician/physician extender order.

Coordination of Services:

- Dental Care: Nurses will work with the physician/physician extender and the County's contracted dental service provider to ensure Inmate emergency dental needs are met.
- Mental Health and Substance Abuse: Nurse and physician/physician extender will work cooperatively with Community Mental Health ("CMH") coordinator and staff to ensure all mental health and/or substance abuse counseling needs of Inmates is met based on the CMH plan of care for Inmates.
- Pharmaceuticals: Nurse and physician/physician extender will work cooperatively with the County's contracted Pharmacy Services company to ensure the following:
 - A controlled formulary for pharmaceuticals is in place, to minimize pharmacy cost to the Correctional Facility
 - Medication reconciliation is completed for each Inmate, to ensure any Inmate who is on a prescription medication, continues to receive the applicable medication regimen Inmate was on prior to incarceration.
 - An appropriate medication supply is maintained onsite to meet actual and potential pharmaceutical needs of Inmates.
 - Medications stored onsite are secured at all times.
 - All narcotic medications stored onsite are accounted for per applicable pharmacy regulations.
- Specialty Care Services: Inmates who require specialty medical services which fall outside of the medical physician scope either through the Sick Call visits or the telemedicine consultations will be seen at a physician's office of that specialty (e.g., Asthma, Orthopedics, etc). All appointments and transportation will be coordinated by the onsite nursing staff located at the Correctional Facility.

Documentation: SJMPH-CHCS nurses and physician/physician extender will maintain a medical record for all Inmates receiving healthcare services. The nursing staff and physician/physician extender will ensure that all regulatory documentation standards are met for healthcare medical records. Staff and physician/physician extender will ensure all patient rights to privacy are maintained and that SJMPH-CHCS remains compliant with all state law and HIPAA Security and Privacy regulations. A manual (paper) medical record documentation system will be utilized at the commencement of the Contract.

Discharge planning and health education: SJMPH-CHCS will ensure the delivery of quality care that includes a discharge-planning process and health education that will develop links



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between Inmates and existing community-based health and human services in preparation for release from Correctional Facility.

PHYSICIAN SERVICES, INCLUDING SICK CALL

Project Approach/Methodology

SJMPH will provide a physician/physician extender provide a minimum two (2) onsite visits, each two (2) hours in length, to the Correctional Facility each week ("Sick Call").

Telemedicine

In addition to the Sick Call, on call services will be provided twenty four (24) hours per day, seven (7) days per week through remote robotic services ("Telemedicine"). Board Certified emergency room physicians specially trained in triage care of all conditions and acuity will provide this service. Utilization of services must meet medical necessity and only administered for such conditions as they present themselves.

Detoxification from alcohol, opiates, hypnotics, sedatives or stimulants will be performed under medical supervision in accordance with applicable laws and policies.

Quarterly multidisciplinary quality and resource review will occur and include, at a minimum, a physician representative from behavioral medicine, the Director of Mental Health Services, the pharmaceutical provider, SJMPH-CHCS's RN Coordinator, a physician representative from medical services, and SJMPH-CHCS's Vice President of Operations. Any and all opportunities outside of regularly scheduled quarterly Quality and Resource review meetings that can result in better outcomes will be reviewed as they are identified.

EMERGENCY SERVICES AND TREATMENT

Project Approach/Methodology

St. Joseph Mercy Port Huron will provide a comprehensive and integrated system of medical care and coordination of emergency services, when applicable, to Inmates with emergency medical conditions that cannot safely be managed by the SJMPH-CHCS team at the Correctional Facility. Inmates requiring services at the St. Joseph Mercy Port Huron emergency department, as determined by the SJMPH-CHCS physician/physician extender and/or nurse, will be transported by a St. Clair County Deputy ("Deputy(ies)") or via EMS, when applicable. Upon arrival to the ED, Inmates will receive expedited services, consistent with St. Joseph Mercy Port Huron's EMTALA obligations, that ensure quality emergency care is provided to meet patient needs, and return of Inmate to correctional facility in a timely manner.

When care/technology is required that is not provided in our local facilities, local medical staff will coordinate timely transfers.

Work Plan



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Special considerations for Deputies and Inmates:

- The nursing staff at the Correctional Facility will notify the Emergency Department ("ED") if an Inmate is being transported for treatment.
- Upon arrival to the SJMPH Emergency Department (via the ambulance entrance), the Inmate will immediately be taken to an ED examination room to begin the intake process (County Correctional Facility policy/protocol regarding Deputy remaining in attendance, security and use of administrative restraints on Inmates will be followed).
- If no ED examination room is immediately available, due to influx of critical and/or urgent ED patients, a secure secondary location near the ED will be utilized.
- Care of the Inmate will be provided per ED protocol/policies to meet Inmate's emergency healthcare needs.
- The ED physician will discuss and provide the written treatment plan of care with the Inmate and the Deputy in attendance. All intentions will be to treat the patient effectively and return Inmate to the County Correctional Facility.
- In the event the Inmate requires admission to the hospital, the hospital staff and County Deputy staff will coordinate services to ensure security of the Inmate and safety of staff and other patients is maintained while Inmate receives needed healthcare.
- All ED services (and inpatient services, when applicable) will be billed to the Inmates health insurance plan by SJMPH. In the event an Inmate does not have health insurance, emergency service providers and SJMPH will bill the County Correctional Facility at an agreed upon fee schedule.
- All emergency department physician services will be billed separately to the County per any agreement with the County by the physician group.

ANCILLARY SERVICES

Laboratory

Project Approach/Methodology

St Joseph Mercy Port Huron laboratory staff will train the onsite SJMPH-CHCS nursing staff to collect specimens appropriate in the setting. This will include drawing blood, filling out urine chain of custody forms, chain of custody specimen collection rules, and collecting culture specimens. Specimen transport will be performed daily for routine results and for STAT results. Collection, testing and reporting will be completed per SJMPH-CHCS and County policies and protocols and results printed or faxed to ordering physician/physician extender and to the nurse onsite for medical records.

Cost of laboratory testing will be billed by to the Inmate's health insurance plan by SJMPH. In the event the Inmate does not have health insurance, the County would be billed for the agreed upon laboratory fee schedule.

Cardiac Testing



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Project Approach/Methodology

St Joseph Mercy Port Huron cardiopulmonary staff will train the onsite SJMPH-CHCS nursing staff to perform ECG testing. SJMPH will provide an ECG machine onsite and ECG testing will be provided by trained personnel when ordered by physician/physician extender.

Diagnostic Imaging

Project Approach/Methodology

St Joseph Mercy Port Huron diagnostic imaging department staff will provide on-site routine radiology imaging procedures and scheduled routine ultra sound imaging procedures, Monday through Friday on the day shift only. This will include a portable x-ray machine that will be stationed at the Correctional Facility and a portable ultra sound unit that would be transported from SJMPH to the Correctional Facility when a patient requires an ultrasound and it can be scheduled with SJMPH's radiology department.

Work Plan

Proposed approach and methodology to perform this service:

- SJMPH would provide portable x-ray imaging equipment on-site that can be moved to designated location to service inmates.
- Upon receiving physician/physician extender order, diagnostic x-ray imaging services would be provided as follows:
 - For non-emergency routine radiology imaging procedures (i.e. may include extremities and chest x-rays), SJMPH-CHCS nurse would inform SJMPH diagnostic imaging department of need for routine radiology imaging procedure. Radiology technician will come to County Correctional facility and perform the routine radiology imaging procedure.
 - For emergency level radiology imaging requests (i.e., head-injuries, severe chest pain, obvious fractures, etc.), Inmates will need to be transported to SJMPH via appropriate transportation method for the appropriate examination and imaging procedures.
 - For non-emergency procedures, that are not routine radiology imaging procedures (i.e., skull work, abdominal studies, spine work and other more extensive procedures), Inmates will need to be transported to the hospital.
 - For routine ultrasound studies ordered by the physician/physician extender, SJMPH-CHCS nurse will contact the SJMPH ultrasound department that an inmate needs to be scheduled for a routine ultrasound (emergent/urgent ultrasounds would require inmate transport to the hospital for testing).
 - SJMPH ultrasound staff would transport the ultrasound equipment to the Correctional Facility and would perform the test on the Inmate.
 - Documented results are available upon completion of the radiologist interpretation.



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- Cost of diagnostic test procedures would be billed to an Inmates health insurance company. In the event the Inmate does not have health insurance, the Correctional Facility would be billed for the agreed upon fee schedule.
- Radiologist interpretation will be billed separately to the County per any agreement with the County by the physician group.

Ambulance

Project Approach/Methodology and Work Plan

SJMPH will coordinate with Correctional Facility staff to make arrangements when the immediate transfer of an Inmate is required by ambulance with the preferred ambulance provider.

Dental Care

Project Approach/Methodology

SJMPH will make arrangements for Inmates requiring dental services with the County's preferred provider(s) once it has been determined that the Inmate needs dental services. SJMPH would not be responsible for the cost of the services from the dental provider.

Medical Records

Project Approach/Methodology

SJMPH staff, both employed and subcontracted, will maintain a complete health record on each Inmate that is:

- Safeguarded in a securely locked area within the medical unit
- Maintained separately from detention records
- Available to all practioners
- In the format and type consistent with the County's policies and procedures for documentation
- Maintained in accordance with approved Release of Information policies and transfer of records policy and procedures. In the event that policies need to be created or revised, we would work with the St. Clair County Sheriff Department to create and implement policies and procedures that are compliant with HIPAA, State of Michigan confidentiality laws, and appropriate for government agencies involved.
- Compliant in all aspects with HIPAA and State of Michigan confidentiality laws.



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Pharmaceutical Supplies

Project Approach/Methodology

SJMPH will work with County vendors to manage pharmaceutical cost through a collaborative relationship.

MEDICAL SUPPLIES

SJMPH, in the course of providing healthcare services to the Inmates in the Correctional Facility and at SJMPH will provide the medical supplies.

SPECIAL MEDICAL PROGRAMS

Project Approach/Methodology

To prevent costly Emergency Department visits and hospitalizations, the SJMPH-CHCS program will include focused attention on Inmates with special medical conditions that require close medical supervision and management of complex or multiple chronic conditions, such as diabetes, congestive heart failure, hypertension, obesity, etc. Close monitoring and intervention management will be provided by the SJMPH-CHCS nursing staff and physician/physician extenders. Care and interventions that are implemented will be based on the physician/physician extenders individualized patient treatment plan and the nursing care plan. The plan will include direction to the nursing staff and others involved in the patients care (i.e. CMH, St. Clair County Health Department, etc.), regarding special needs of the patient. Patient engagement will be encouraged through patient involvement in care and patient education on his/her specific disease processes.

When applicable, the SJMPH-CHCS nurse will contact the St. Clair County Health Department certified HIV counseling staff to provide health care counseling and education to the Inmate for pre and post HIV testing or treatment.

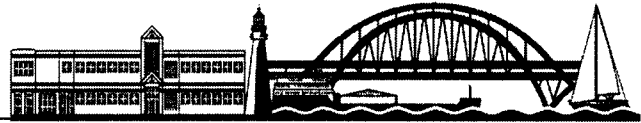
MENTAL HEALTH PROGRAM

Project Approach/Methodology

SJMPH-CHCS physician and nursing staff will collaborate with St. Clair County Community Mental Health or consult the Inmates existing mental health provider (when applicable) to provide for the Inmates mental health needs. Those Inmates that do not qualify for services through CMH will be managed by the SJMPH-CHCS nursing and physician/physician extender. These Inmates may include those who have no history of mental health treatment, not currently on prescribed psychotropic medications. For those Inmates not currently under CMH care, exhibiting mild to moderate behavioral issues, our physician/physician extenders will consult with CMH psychiatrists for appropriate medication and treatment. Care will include, and is not limited to working with CMH and specialists, to provide Inmate with crisis intervention, suicide prevention, counseling and administration of psychotropic medications.



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SJMPH-CHCS will collaborate with CMH to provide Telemedicine mental health services when appropriate, avoiding delays in treatment and off site transfers.

ADMINISTRATION

Project Approach/Methodology

SJMPH-CHCS physician/physician extender and health care team will provide the medical care, nursing care and oversight of other health care service needs of Inmates in the Correctional Facility. As permitted by law and third-party agreements, and within the scope of services offered by SJMPH and other collaborating agencies, the physician/physician extender and the RN Coordinator will be responsible for planning, implementing, and directing operational functions of health care services of the Correctional Facility. The RN Coordinator will coordinate information between SJMPH-CHCS and County officials. The RN Coordinator will be responsible for recruiting, orienting and scheduling all SJMPH medical personnel and assisting in arranging in-service training sessions, in conjunction with the St. Clair County correctional officials.

Staff Qualifications/Experience

- Qualified and experienced Registered Nurses (RN) as well as Licensed Practical Nurses (LPN's), who are licensed in the State of Michigan will be hired to staff SJMPH-CHCS at the Correctional Facility 24/7.
- All nursing staff will maintain their Basic Cardiac Life Support (BCLS) certification.
- Specimen collection and processing will be performed by trained nursing staff onsite in the Corrections Facility. All laboratory testing will be performed in the laboratory by trained and certified laboratory technologists.
- Qualified and experienced Registered Imaging Technologists and Ultrasonographers, who are registered with the ARRT (American Registry of Radiologic Technologists) will be utilized for all diagnostic imaging services.
- The SJMPH emergency department is staffed at all times with highly skilled and experienced Board Certified Physicians and Registered Nurses who are certified in multiple Emergency Medicine and Emergency Nursing specialty programs.



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ATTACHMENT II
CONTRACTOR'S FEE SCHEDULE

	CORRECTIONAL FACILITY PROPOSAL INCLUDED	CORRECTIONAL FACILITY PROPOSAL NOT INCLUDED	SJMPH CONTRACT NOT INCLUDED	PRIVATE PROVIDER CONTRACT NOT INCLUDED
FIRST YEAR ANNUAL COST*				
ON-SITE NURSING				
LPNs (4.2 FTEs)	\$293,525			
RN (1.0 FTE)	\$128,115			
SUPPLIES	\$6,360			
PHYSICIAN SERVICES				
SICK CALL (2 Visits per week for 2 hours each)	\$28,062			
ON CALL	\$15,900			
EQUIPMENT* (amortized cost over contract term)	\$19,000			
EMERGENCY SERVICES			Billed by SJMPH at agreed upon discounted rates	Billed by NES at agreed upon contracted rates
ANCILLARY SERVICE - LAB			Billed by SJMPH at agreed upon discounted rates	
ANCILLARY SERVICES - XRAY			Billed by SJMPH at agreed upon discounted rates	
ANCILLARY SERVICES - ULTRASOUND			Billed by SJMPH at agreed upon discounted rates	
ANCILLARY SERVICES - ECG			Billed by SJMPH at agreed upon discounted rates	
ANCILLARY SERVICES - AMBULANCE				Billed by Private Provider at negotiated rates with County
DENTAL CARE				Billed by Private Provider at negotiated rates with County
PHARMACY				Billed by Private Provider at negotiated rates with County
MENTAL HEALTH				Billed by Private Provider at negotiated rates with County
GRAND TOTAL	\$490,962			

* COST OF THE EQUIPMENT - ROBOT AND (2) LAPTOPS IS AMORTIZED OVER THE TERM OF THE CONTRACT (3 YEARS)



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The agreed upon discounted rates for those services to be billed directly by SJMPH shall be 53% of SJPMH's charges.



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ATTACHMENT III

CONTRACTOR'S INSURANCE REQUIREMENTS

The Contractor, and any and all of their subcontractors, shall not commence work in the County of St. Clair until they maintain or have obtained the insurance required under this paragraph. All insurance coverage required herein shall be provided through contractor's self-insurance program or with insurance companies licensed and admitted to do business in the State of Michigan. All coverage(s) shall be with insurance carriers acceptable to the County of St. Clair.

- ☒ **Workers' Compensation Insurance:** The Contractor shall procure and maintain during the life of the contract, Workers' Compensation Insurance, including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
- ☒ **Commercial General Liability Insurance:** The Contractor shall procure and maintain during the life of the Contract, Commercial General Liability Insurance on an "Claims Made" with limits of liability not less than \$3,000,000.00 per claim and aggregate combined single limit for Personal Injury, Bodily Injury and Property Damage. Upon termination or expiration of the Contract, Contractor will assure that such Commercial General Liability Insurance is in effect through an extended reporting "tail" coverage covering all periods during which Contractor provided services under this Contract
- ☒ **Motor Vehicle Liability:** The Contractor shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, with limits of liability not less than \$3,000,000.00 per occurrence combined single limit for Personal Injury, Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles.
- ☒ **Professional Liability:** Professional Liability (medical malpractice) in an amount not less than \$1,000,000 per occurrence and aggregate. If this policy is claims made form, then the Contractor shall be required to keep the policy in force, or purchase "tail" coverage, for a minimum of three (3) years after the termination of this Contract.
- ☒ **Additional Insured:** Commercial General Liability and Motor Vehicle Liability, as described above, shall provide the County of St. Clair as an additional insured with respect to this Agreement. It is understood and agreed by adding the County of St. Clair as an additional insured, coverage afforded is considered to be primary and any other insurance the County of St. Clair may have in effect shall be considered secondary and/or excess.

Cancellation Notice

The Contractor shall provide Thirty (30) days advance written notice of cancellation and Ten (10) days' notice for non-payment of premiums, non-renewal, reduction and/or material change to the County of St. Clair with respect to the Workers' Compensation Insurance, Commercial General Liability Insurance, and Motor Vehicle Liability



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Insurance described above. Such written notice shall be sent to: County of St. Clair,
Attn: Danielle Hazlewood, Risk Management Coordinator, 200 Grand River Ave., Ste.
203, Port Huron, MI 48060.

If any of the above coverages expire during the term of the contract, the Contractor shall deliver renewal certificates to the County of St. Clair at least Ten (10) days prior to the expiration date.

Proof of Insurance Coverage

The Contractor shall provide the County of St. Clair at the time of execution of the Contract, copies of certificates as listed below:

- ☒ Certificate of Insurance for Workers' Compensation Insurance;
- ☒ Certificate of Insurance for Commercial General Liability Insurance;
- ☒ Certificate of Insurance for Vehicle Liability Insurance;
- ☒ Certificate of Insurance for Professional Liability Insurance;

- ☐ Certified Copies of all policies mentioned above.

Please direct all questions or inquiries
relative to contractor insurance requirements to:
Danielle Hazlewood, Risk Management Coordinator
County of St. Clair
200 Grand River Ave., Ste. 203
Port Huron, MI 48060
Phone: (810) 989-6313
Fax: (810) 985-3463
Email: dhazlewood@stclaircounty.org